

PROFESSIONAL EMPLOYMENT AGREEMENT ADA INSPECTOR

PARTIES:

City of Newberg,
a Municipal Corporation
414 E. First Street
Newberg, OR 97132

"City"

and

Linn Hilderbrand, Inspector
1433 84th Place S.E.
Salem, OR 97301

THIS AGREEMENT is entered into on the 11th day of Nov., 1994.

RECITALS:

1. The City is in need of a American with Disabilities Act (ADA) inspector to do inspections and evaluate certain city owned facilities for compliance with the ADA for the City of Newberg.
2. The City desires to have the ADA inspector available during certain hours of the day.
3. The inspector is ICBO ADA and ORE A-Level Structural **certified** and wishes to perform the ADA inspections for the City of Newberg.

NOW, THEREFORE, the parties agree as follows:

Section 1. **TERM.** This Agreement shall run from Monday, October 31, 1994 and shall continue in full force and effect until terminated by either party, or depletion of authorized funds stipulated in section 5.

Section 2. **STATUS.** The Inspector shall be employed as a temporary contract employee of the City of Newberg. He/she will be employed by the City of Newberg until such time as this contract is terminated pursuant to the termination provisions of this contract, or completion of compliance study.

Section 3.

SERVICES. The Inspector shall render the following services in a timely manner to the City in accordance with reasonable professional practices and shall use his best professional judgment in carrying out such services.

- (1) Assist in ADA compliance surveys to city owned and operated building inspections for the City of Newberg. To be completed no later than December 9, 1994.
- (2) Report to the Building Official and follow his instructions.
- (3) Other duties and services as requested by the City through the Building Official.
- (4) The Inspector must fulfill at Inspector's own expense, requirements of the State of Oregon Building Code Agency. Failure to maintain "A" level structure certification status shall be grounds for immediate termination without complying with Section 7.

Section 4.

SCOPE. Inspector may be engaged in other employment as long as such employment does not present a conflict with the Inspector's duties for the City. The Inspector will inform the City of any other employment he is entering into and have written permission from the City to be so employed. Written permission shall not be unreasonably withheld.

Section 5.

COMPENSATION. In consideration of the services rendered by Inspector pursuant to this contract, the City shall pay Inspector the sum of \$17.00 per hour as full compensation. Payment shall be made on a monthly basis to be paid in accordance with City's payroll practices. The Inspector shall not be entitled to holiday, vacation or sick time. Inspector shall not be entitled to receipt of any other employee benefits, including, but not limited to, medical, dental or retirement benefits, but shall be covered under the City's workers' compensation and liability insurance coverage. The City has authorized \$1,500.00 from line item 31-5164-380, to complete the ADA assessment for the City facilities (total compensation not to exceed \$1,500.00 without amendments to this provision).

Section 6.

HOURS OF WORK. The City shall employ Inspector between the hours of 8:00 AM and 5:00 PM, Monday through Friday. Such hours to be determined by the City.

Section 7.

TERMINATION. Inspector's employment is at the will of the City and shall terminate at any time within the sole discretion of the City.

Section 8.

SEVERABILITY. It is understood and agreed that if any part, term or provision of this agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portion of the agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision.

Section 9.

OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City shall, by amendments to this Agreement, fix such other terms and conditions of employment, from time to time, as it may determine, relating to the performance by Inspector, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement.

Section 10.

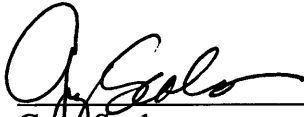
APPLICABLE LAW. This Agreement is construed under the laws of the State of Oregon and the Charter of the City of Newberg.

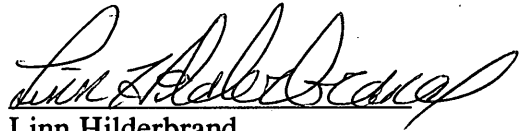
IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Newberg, Oregon, on the date noted above.

CITY OF NEWBERG,
a municipal corporation

LINN HILDERBRAND

By:

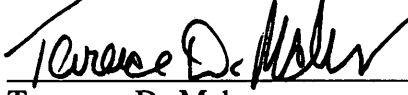

Greg Scoles
Community Development Director


Linn Hilderbrand
ADD Special Inspector

By:


Duane R. Cole
City Manager

APPROVED AS TO FORM:


Terrence D. Mahr
City Attorney